

**SIDE LETTER
BETWEEN
THE CONTRA COSTA COUNTY FIRE DISTRICT
AND IAFF, LOCAL 1230**

This Side Letter is by and between the International Association of Firefighters (IAFF), Local 1230 ("Local 1230" or "Association") and the Contra Costa County Fire Protection District ("District"). Following approval by the Board of Directors for the Contra Costa County Fire Protection District, this Side Letter will take effect on the same day as the effective date of the contract for fire prevention services between the District and the City of Pinole ("City").

The employees in the City's Fire Department who are listed on Exhibit A will have the option to become District employees on a date mutually agreed upon by the District and the City. The District will notify Local 1230 of the employees who have accepted employment with the District and the employment commencement date at least thirty (30) days in advance. The City's employees entering positions represented by Local 1230 will be subject to the rules of the District that establish the terms and conditions of employment that are applicable to employees represented by the Association. These District rules include the Memorandum of Understanding ("MOU") between Local 1230 and the District, the County Personnel Management Regulations, and any other written rule, regulation, or law that would impact the wages, hours, and terms and conditions of employment for employees represented by the Association.

This side letter memorializes the understanding between the District and Local 1230 regarding the specific subjects listed below relative to the City employees listed on Exhibit A and their transition into District employment.

A. Salary

The current salary for the District classifications listed in Exhibit A will apply to the corresponding employee. In accordance with MOU Section 5.8 (Salary on Reallocation), employees will be placed on the salary range of their District position at the step that equals the salary received prior to the effective date of this agreement. If no salary equals the salary step received prior to the effective date, they shall be placed at the step of the new range which is both higher and closest to the salary rate received prior to the effective date. For purposes of determining step placement at the District, the ten percent (10%) Paramedic differential received by City Fire Department employees listed on Exhibit A will be considered part of the employee's base salary.

B. Hire Date and Seniority

The employees listed on Exhibit A will preserve their existing recognized hire date as a permanent employee with the City and recognized promotional date(s) with the City, or the District if previously employed, upon their transition into District employment. For purposes of layoff and seniority credit in promotional examinations, the employees listed in Exhibit A will be considered to have commenced work under the District's merit system on the date they

achieved status in the City comparable to permanent status in the District's merit system. Time served in volunteer positions or paid-on-call (POC) shall not be considered when calculating the employees' hire dates or seniority.

C. Anniversary Dates

Employee Anniversary dates shall be preserved, except that if the City anniversary date is not the first day of a calendar month, the District anniversary date shall be reset to the first day of the month following the month in which the employee would have been eligible for a merit review at the City. The anniversary dates are listed on Exhibit A.

D. Probationary Periods/Status

The employees listed on Exhibit A will not be required to serve a probationary period for their designated District classification. If any of the listed employees are actively serving a probationary period at the time of the effective date of this agreement, the District will recognize any probationary time already served but will require that any outstanding probationary time be served in the new District classification in accordance with the current MOU between the District and Local 1230.

E. Vacation Accrual Rate

Section 10 (Vacation Leave) of the current MOU between the District and Local 1230 will apply to the employees listed on Exhibit A. Section 10 provides the following vacation accrual rates and thresholds based on the corresponding length of service with the City. Time served in volunteer positions shall not be considered when calculating the employees' length of service.

| 40 Hour Shift Employees | | |
|---|------------------------------|---------------------------------|
| <u>Length of Service</u> | <u>Monthly Accrual Hours</u> | <u>Maximum Cumulative Hours</u> |
| Under 11 years of completed service | 10 | 240 |
| Beg. with 11 – 15 yrs completed service | 12-2/3 | 304 |
| Beg. with 16 – 20 yrs completed service | 13-1/3 | 320 |
| Beg. with 21 – 25 yrs completed service | 16-2/3 | 400 |
| Beg. with 26 – 30 yrs completed service | 20 | 480 |
| Beginning with 31 yrs service | 23-1/3 | 560 |
| 56 Hour Shift Employees | | |
| <u>Length of Service</u> | <u>Monthly Accrual Hours</u> | <u>Maximum Cumulative Hours</u> |
| Under 11 years of completed service | 14 | 336 |
| Beg. with 11 – 15 yrs completed service | 16 | 384 |
| Beg. with 16 – 20 yrs completed service | 19 | 456 |
| Beg. with 21 – 25 yrs completed service | 24 | 576 |

| | | |
|---|----|-----|
| Beg. with 26 – 30 yrs completed service | 28 | 672 |
| Beginning with 31 yrs service | 33 | 792 |

Existing vacation balances will be transferred from the City to the District, up to seventy-five percent (75%) of the maximum cumulative hours listed in Section 10 of the MOU between the District and Local 1230.

F. Sick Leave Accruals

Any existing sick leave accruals that the above-referenced employees have with the City at the commencement of District employment will transfer in their entirety upon their transition to District employment. The District does not impose a maximum cumulative hours for sick leave accruals as unused sick leave credits carry over from year to year.

G. Minimum Qualifications for District Classifications

1. For all City employees identified in Exhibit A, the District will recognize the employees' prior full-time work experience with the City's Fire Department for purposes of satisfying the minimum qualifications for the following District classifications:

- Fire Engineer – 40 Hour (Job Code – RPVD)
- Fire Engineer - 56 Hour (Job Code – RPVC)
- Fire Engineer Paramedic – 40 Hour (Job Code – RPVE)
- Fire Engineer Paramedic – 56 Hour (Job Code RPVF)
- Fire Captain – 40 Hour (Job Code – RPTC)
- Fire Captain – 56 Hour (Job Code – RPTA)
- Fire Captain Paramedic – 40 Hour (Job Code – RPTF)
- Fire Captain Paramedic – 56 Hour (Job Code – RPTH)
- Fire Prevention Captain (Job Code – RPTD)
- Fire Training Captain (Job Code – RPTE)
- Battalion Chief – 56 Hour (Job Code – RPHA)

H. District Benefits & Open Enrollment

The City employees identified in Exhibit A will receive the same health/retiree health benefits applicable to their new employment in the District as other similarly situated District employees represented by Local 1230, and will not retain any health/retiree health benefits provided by the City. The employees will also be afforded a special open enrollment period for District health benefits after they enter District employment. Following the effective date of the transition, Human Resources will convene an informational meeting to discuss the District's health benefits.

I. Entire Agreement

This Side Letter is fully integrated and constitutes the entire agreement and understanding between the Parties regarding the terms and conditions of District employment for the City employees identified in Exhibit A of this Side Letter. The terms and conditions of employment applicable to all District employees are

applicable to the City employees identified in Exhibit A of this Side Letter unless specially changed by this Side Letter. There are no oral understandings, terms or conditions, and neither Party has relied upon any representation, express or implied, not contained in this Side Letter. All prior understandings, terms or conditions are deemed merged into this Side Letter.

This Side Letter will remain in effect until terminated by the parties. All other terms and conditions of the current MOU between the District and Local 1230 remain unchanged by this Side Letter.

Date: 10/3/2022

Contra Costa County Fire District:
(Signature / Printed Name)

IAFF, Local 1230:
(Signature / Printed Name)



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|---|--|
| <u></u> / <u>David Sanford</u> | <u></u> / <u>Vincent Wells</u> |
| _____ / _____ | _____ / _____ |
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EXHIBIT A

| Name | Pinole FD Classification | Hire Date | Anniversary Date | CCCFPD Classification |
|------------------|---------------------------------|------------------|-------------------------|--|
| Dale Blume | Fire Engineer | 10/23/2017 | February 1 | Fire Engineer-Paramedic 56-hour (RPVF) |
| Seaborn Chiles | Firefighter/Paramedic | 02/07/2022 | July 1 | Firefighter-Paramedic 56-hour (RPWB) |
| Andrew Corwin | Firefighter/Paramedic | 05/17/2021 | November 1 | Firefighter-Paramedic 56-hour (RPWB) |
| Michael Crooks | Fire Captain | 10/05/1998 | January 1 | Fire Captain-Paramedic 56-hour (RPTH) |
| Steven Dorsey | Fire Captain (Admin) | 04/10/2001 | February 1 | Fire Captain-Paramedic 56-hour (RPTH) |
| Cory Higgins | Fire Engineer | 10/18/2019 | April 1 | Fire Engineer-Paramedic 56-hour (RPVF) |
| Eric Holt | Fire Engineer | 10/23/2017 | September 1 | Fire Engineer-Paramedic 56-hour (RPVF) |
| Daniel Houts | Firefighter/Paramedic | 05/17/2021 | November 1 | Firefighter-Paramedic 56-hour (RPWB) |
| Javier Lopez | Fire Captain | 01/13/2014 | September 1 | Fire Captain 56-hour (RPTA) |
| Matthew Ludwig | Fire Captain | 07/01/2013 | February 1 | Fire Captain 56-hour (RPTA) |
| Kyle Metzler | Firefighter/Paramedic | 05/17/2021 | November 1 | Firefighter-Paramedic 56-hour (RPWB) |
| Gregory Sekera | Fire Captain (Admin) | 06/01/2004 | May 1 | Fire Captain-Paramedic 56-hour (RPTH) |
| Charles Trestler | Firefighter/Paramedic | 02/07/2022 | July 1 | Firefighter-Paramedic 56-hour (RPWB) |
| Clint Ballard | Firefighter/Paramedic | 06/01/2022 | June 1 | Firefighter-Paramedic 56-hour (RPWB) |